

# **Space Florida-Israel Innovation Partnership**

## **Aerospace Track – Request for Proposals**

### **RFP-SF-38-0-2014/BM**

**Release Date: December 6, 2013; Joint Submissions Due: February 28, 2014**

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#### **Introduction**

This Request for Proposals (RFP) is initiated in the framework of the Florida-Israel Innovation Partnership program with the purpose of promoting greater R&D collaborations among companies in the State of Florida and the State of Israel. Israeli and Floridian companies are asked to present cooperative proposals, which will be jointly vetted for feasibility, and research funding will be awarded to the most promising partnerships. The program is implemented and funded by the Israeli Industry Center for R&D (MATIMOP), on behalf of the Office of the Chief Scientist (OCS) in the Israel Ministry of Economy, and by Space Florida, an Independent Special District of the State of Florida.

Successful applicant companies will receive funding directly from the agency in their home country according to its regulations and procedures: companies from Israel will be funded by OCS and companies from Florida will be funded by Space Florida.

A budget of up to \$2,000,000.00 USD has been jointly allocated by the State of Israel and the State of Florida to fund projects approved in the framework of this RFP. Please see the Scope of Funding section on pages 5 and 6, below, for additional information.

Space Florida and MATIMOP are able to help match companies and to help identify potential application partners for this program. MATIMOP holds a database of Israeli technology companies, and it provides on-demand partner matching services. Space Florida has access to commercial databases that can assist in identifying potential Florida partners. In addition, we expect companies will be seeking their own partners independently.

#### **Request for Proposals Focus**

This RFP process will stimulate generation and development of new or significantly improved product or process for commercialization in global markets. This RFP solicits proposals with a focus on R&D Aerospace and related technologies, with emphasis on small satellites, space sensors and specialized electronics systems, bio-sensors, nano-electronics, flex electronics and low power electronics, micro- and nano-robotics technologies, satellite communication, unmanned aerial systems and microgravity research related to life sciences and advanced materials (collectively “R&D Projects”).

#### **Mode of Collaboration**

Applicants will include at least one (1) for-profit Israeli company and one (1) for-profit Florida company in their proposals. Applications, where one of the applying companies is a wholly owned subsidiary or joint venture of the other company, will not be considered. Applications where one (1) of the applying companies has a nominal equity position in the other or a contractual business relationship (for

example, in-country distributor of the other company's products) will be considered so long as the relationship is fully disclosed in the application.

## Eligible Participants

**R&D Projects** involving at least one (1) Israeli R&D company and one (1) Florida based company. Participation of research institutions/universities is welcome as subcontractors according to each jurisdiction's funding regulations.

## Request for Proposals - Structure

The submission and the approval process is as follows:

**Joint Submission of a Bilateral Cooperation Form.** Companies are required to submit an application entitled "Bilateral Cooperation Form", a copy of which is attached hereto at **Appendix A**. The completed Form should be submitted to both MATIMOP and Space Florida as soon as possible and due no later than the application deadline of Friday, February 28, 2014. The Bilateral Cooperation Form should include a brief description of the proposed cooperative R&D project, expected outcomes and the respective roles of each party. The Form should be submitted to MATIMOP as outlined below, and submitted electronically to Debbie Hebert at Space Florida at [dhebert@spaceflorida.gov](mailto:dhebert@spaceflorida.gov).

The Bilateral Cooperation Form must be signed by a legally authorized representative of all participating entities.

Prior consultation with the respective organizations is strongly advised. Submitting the Bilateral Cooperation Form to MATIMOP/OCS and Space Florida in advance of the application deadline will allow the agencies to provide feedback to the applying entities.

**Note:** Any feedback or critique of the submitted Bilateral Cooperation Form does not imply approval of the Full Proposal.

Summary Submission of Bilateral Cooperation Form Submission Timeframe: As Soon As Possible, and no later than Friday, February 28, 2014	
Florida Company	Israeli Company
✓ Bilateral Cooperation Form – Appendix A	✓ Bilateral Cooperation Form – Appendix A

### **IMPORTANT - For Israeli Applicants Only:**

Israeli companies must submit their Bilateral Cooperation Form (**Appendix A**) via the MATIMOP Online System. In order to do so, companies must request a username and password for a "company account" at the following link: <http://www.matimop.org.il/companyprofile.html>.

Companies can then login to their account and submit their forms in the "new project form" section at the following link: <http://adfs2.matimop.org.il:8020/login.aspx>.

### **Submission of Full Proposal/Grant Application respectively to MATIMOP/OCS and Space Florida.**

Applicants must submit: (1) their Full Proposal, according to the guidelines and regulations of each respective agency, and (2) a draft Cooperation Agreement, an outline of which can be found in **Appendix B**, which addresses the conduct of R&D, intellectual property rights and commercialization strategy. The Cooperation Agreement must be finalized and signed by a legally authorized representative of the Applicants before the Applicants can receive funding. Note that the contents of the Cooperation Agreement will not be reviewed for legality by Space Florida or MATIMOP/OCS, and by accepting funding the Applicants agree to indemnify and hold harmless Space Florida and MATIMOP/OCS for any issues which may arise as a result of the Cooperation Agreement. Accordingly, the Applicants are encouraged to have the Cooperation Agreement reviewed by their legal counsel.

Each jurisdiction will fund its eligible participants in accordance with its own guidelines and procedures. Full Proposals must be submitted to the respective funding agencies no later than Friday, February 28, 2014.

**Please note that Space Florida is a subdivision of the State of Florida and is subject to broad public records disclosure laws. Trade secrets and proprietary confidential business information, both as defined in Section 288.075 of the *Florida Statutes*, are not solicited, nor desired, as information to be submitted by the Applicants. Please see paragraph 10 on page 4 of Appendix D for the handling of such information.**

<b>Summary Submission of Full Proposal / Grant Application – Submission Deadline Friday, February 28, 2014: Forms</b>	
<b>Florida Company</b>	<b>Israeli Company</b>
✓ <b>Space Florida Grant Application – See Appendix D</b>	✓ <b>OCS Funding Application – See Appendix C</b>
✓ Draft Cooperation Agreement – See Appendix B	✓ Draft Cooperation Agreement – See Appendix B

### **Request for Proposals – Components**

<b>Description</b>	Joint R&D projects involving at least one (1) Israeli R&D company and one (1) Florida-based company.  Research institutions/universities are welcome to participate as subcontractors according to each jurisdiction's funding regulations.
<b>Technological Fields</b>	Aerospace and related research projects in the following areas: <ul style="list-style-type: none"><li>• Satellite Communication</li><li>• Small satellites (including C3I for small satellites) and small launch vehicles</li><li>• Space sensors for space applications: development, integration, calibration, and environmental testing (including radiometry, multi- and hyper-spectral)</li><li>• Bio-sensors for space research</li><li>• Nano-materials and coatings for space applications</li><li>• Electric power resources and solutions for space applications</li><li>• Bio-sensors for space research</li></ul>

	<ul style="list-style-type: none"> <li>• Microgravity research related to human life sciences</li> <li>• Unmanned aerial vehicles and systems</li> <li>• Nano-electronics, flex-electronics, and low power electronics</li> <li>• Micro- and nano- robotics technologies</li> <li>• Other aerospace related research project</li> </ul>	
Funding Eligibility	<p>In Florida:</p> <p>For-profit corporations or limited liability companies, with three (3) out of four (4) of the following activities located in Florida: headquarters, research &amp; development, sales &amp; marketing, or manufacturing, which are defined as follows:</p> <ul style="list-style-type: none"> <li>• Headquarters: location where the company's executive offices are located,</li> <li>• Research &amp; Development: activities related to research of relevant existing and new technologies, and development of these products into new and improved products,</li> <li>• Sales &amp; Marketing: activities related to developing and increasing awareness of the company's products ("marketing"), and developing and increasing sales of the company's products ("sales"),</li> <li>• Manufacturing: activities related to the assembly, test, and inspection of the company's products.</li> </ul> <p>Universities and research institutions can apply as subcontractors. Research projects should focus on the aerospace/related areas listed above.</p> <p>Please refer to <b>Appendix D</b> for the complete set of rules and regulations governing eligibility for Florida companies seeking to apply for this grant program.</p>	
	<p>In Israel:</p> <p>R&amp;D performing companies registered and operating in Israel. Universities and Research Centers can participate as sub-contractors, in line with OCS applicable rules and procedures (<a href="http://www.moital.gov.il/NR/exeres/A18F1021-A3AC-4894-98BC-29AC2C4153AB.htm">http://www.moital.gov.il/NR/exeres/A18F1021-A3AC-4894-98BC-29AC2C4153AB.htm</a>).</p>	
Common Requirements and Evaluation Criteria	Technical merit	<ul style="list-style-type: none"> <li>• Significance of problem/opportunity</li> <li>• Degree of innovation (novelty) of technology</li> <li>• Technical feasibility</li> </ul>
	Commercial merit	<ul style="list-style-type: none"> <li>• Size of potential market</li> <li>• Extent to which the need for the product or process can be validated</li> <li>• Potential disruptiveness of the technology to be developed</li> </ul>
	Ability to carry out proposed research	<ul style="list-style-type: none"> <li>• Soundness of approach and work</li> </ul>

	<b>successfully</b>	plan <ul style="list-style-type: none"> <li>• Adequacy of management plan</li> <li>• Qualifications of key members of research team</li> <li>• Strength of the partnership and complementarities between the Israeli and Florida company</li> </ul>
	<b>Ability of project participants to commercialize resulting technology successfully</b>	<ul style="list-style-type: none"> <li>• Current position in market</li> <li>• Adequacy of commercialization plan</li> <li>• Ability to secure needed financing</li> </ul>
	<b>Potential economic benefit</b>	<p>For Israeli Companies: please refer to OCS guidelines (<a href="http://www.moital.gov.il/NR/exeres/A18F1021-A3AC-4894-98BC-29AC2C4153AB.htm">http://www.moital.gov.il/NR/exeres/A18F1021-A3AC-4894-98BC-29AC2C4153AB.htm</a>).</p> <p>For Florida Companies: please describe the expected overall economic impact of your project including the expected number of jobs to be created, retained and the benefit to the Florida company(s) or organizations participating in the project. Indicate the location(s) within the State of Florida where the project work will be conducted.</p>

<b>Scope of Funding</b>	<b>In Florida:</b>	
	Space Florida intends to provide grant(s) under the terms presented below.	
	<b>Project Duration</b>	<b>Up to two (2) years. If the proposed length of the project is more than one (1) year, milestones/deliverables will be required to show that significant progress has been made at the end of the first year.</b>
	<b>Maximum grant provided by Space Florida over a life of project</b>	<b>Not to exceed US \$500,000 [total funding available is \$1,000,000]</b>
	<b>Grant provided by Space Florida</b>	<b>Florida companies will contribute an equal or greater amount of matching funding for approved R&amp;D expenditures to the project. Companies that are selected for funding will need to enter into a binding contract with Space Florida that specifies the amount of the company's</b>

		<b>contribution, and identifies milestones/deliverables, prior to receiving a formal grant award and being able to draw funds against it. A template of the contract can be found in Appendix E.</b> Please note that there is a short time-frame between the selection of companies that will receive funding and the time by which Space Florida and the companies will need to enter into the contract. Accordingly, the terms and conditions in the form of the contract at <b>Appendix E</b> are not subject to negotiations.
	<b>In Israel:</b> OCS intends to provide a conditional grant under the terms presented below. Further details regarding grants and payment of royalties are available at the OCS website: <a href="http://www.moit.gov.il/CmsTamat/Rsrc/MadaanEnglish/MadaanEnglish.html">http://www.moit.gov.il/CmsTamat/Rsrc/MadaanEnglish/MadaanEnglish.html</a> .	
	<b>Project Duration</b>	<b>Up to two (2) years</b>
	<b>Maximum grant provided by OCS over a life of a project</b>	<b>50% of eligible R&amp;D costs + top ups, if relevant</b>
	<b>Minimum grant provided by OCS</b>	<b>20% of eligible R&amp;D costs + top ups, if relevant</b>

## Schedule

Item	Date
Bilateral Form	AS SOON AS POSSIBLE and due no later than February 28, 2014
Completed Full Proposal	February 28, 2014
MATIMOP independent ranking completed	May 28, 2014
SF independent ranking completed	June 4, 2014

## APPENDICES AND Attachments

- Appendix A: Bilateral Cooperation Form
- Appendix B: Draft Cooperation Agreement
- Appendix C: OCS – National Application Form Guidelines (For Israeli Companies Only)
- Appendix D: Space Florida Rules and Regulations for Grant Applicants
- Appendix E: Space Florida Grant Agreement Template

## Contacts

### Florida

**Mr. Bernard (Bernie) McShea**

Vice President, Business Development  
Space Florida  
Tel: +1 (321) 730-5301 ext. 254  
bmcshea@spaceflorida.gov

### Israel

**Ms. Tal Fishman**

Program Manager – North American Desk  
MATIMOP – Israeli Industry Center for R&D  
Tel: +972-3-5118189  
talf@matimop.org.il

## APPENDIX A

### Bilateral Cooperation Form

# BILATERAL COOPERATION FORM

**Instructions:** Both partners applying for the program should fill this form out jointly and submit it to the two (2) counterpart agencies. Please include along with this form a signed Letter of Intent (LOI) outlining the IP plans, as well as resumes/CV's of key personnel.

## 1. General Information

### 1.1 Project Title

(Do not exceed 120 characters)

### 1.2 Technology Sector

Select from one (1) of the following:

- ☐ Small satellites (including C3I for small satellites) and small launch vehicles
- ☐ Satellite communications
- ☐ Space sensors for space applications: development, integration, calibration and environmental testing (including radiometry, multi and hyper spectral)
- ☐ Bio-sensors for space research
- ☐ Nano-materials and coatings for space applications
- ☐ Electric power resources and solutions for space applications
- ☐ Bio-sensors for space research
- ☐ Microgravity research related to human life sciences
- ☐ Unmanned aerial vehicles and systems
- ☐ Nano-electronics, flex electronics and low power electronics
- ☐ Micro- and nano-robotics technologies
- ☐ Other aerospace related research project: \_\_\_\_\_

### 1.3 Submission Date

### 1.4 Summary

(Do not exceed 240 characters)



1.5 Project Start Date:

1.6 Project Stop Date:

**1.7 Participants' Contributions**

Company Name	Country	Role of Participant	Contribution (%)	Budget (\$US)	Duration (Months)
<b>Total:</b>					

## 2. Project Outline

### 2.1 Project Description including Level of Innovation

### 2.2 Market Potential and Commercialization Plan

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**2.3 Cooperation between Participants (IP, Synergies, Advantages, Complementarities, etc.)**

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**2.4 Expected Outcome of Project**

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**2.5 Brief profile of the key staff who will be undertaking the work**

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### 3. Project Participants – Partner 1

#### 3.1. Participant Profile

##### 3.1.1 General Profile

Full Name of Company		Registration #	
Prior Name of Company		Year Established	
Type of Company	<input type="checkbox"/> HT <input type="checkbox"/> R&D <input type="checkbox"/> Research Institute <input type="checkbox"/> University <input type="checkbox"/> Other		
Stage	<input type="checkbox"/> Seed <input type="checkbox"/> R&D <input type="checkbox"/> Initial Revenues <input type="checkbox"/> Revenue Growth		
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Governmental <input type="checkbox"/> Other		
No. Employees		No. R&D Personnel	

##### 3.1.2 Company Contact Info

Address			
Country		Zip Code	
Telephone		Fax	
Website		E-mail	

##### 3.1.3 Contact Person

First Name		Last Name	
Title		Function	
Phone		Mobile Phone	
Email			

##### 3.1.4 Organization Background

General Business Description & Area of Expertise

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Technology Description (Main Products/Services) and IP

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Targeted Customers

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Sales (for the company's last three (3) fiscal years)

Current Fiscal Year (i)		i-1		i-2	
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## 4. Project Participants – Partner 2

### 4.1. Participant Profile

#### 4.1.1 General Profile

Full Name of Company

Registration #

Prior Name of Company

Year Established

Type of Company

☐ HT☐ R&D☐ Research Institute☐ University☐ Other

Stage

☐ Seed☐ R&D☐ Initial Revenues☐ Revenue Growth

Ownership

☐ Public☐ Private☐ Governmental☐ Other

No. Employees

No. R&D Personnel

#### 4.1.2 Company Contact Info

Address

Country

Zip Code

Telephone

Fax

Website

E-mail

#### 4.1.3 Contact Person

First Name

Last Name

Title

Function

Phone

Mobile Phone

Email

#### 4.1.4 Organization Background

General Business Description & Area of Expertise

Technology Description (Main Products/Services) and IP

Targeted Customers

Sales (for last three (3) years)

Current Fiscal Year (i)

i-1

i-2

## 5. Statement of Cooperation

The participants signing this form intend to co-operate within the project as described in this form with the aim of realizing the technical developments as set forth under paragraph 2. In addition, the participants have or intend to put in place, a formal Cooperation Agreement.

### Signature of Partner 1

Company Name			
First Name		Last Name	
Title			
Signature			

### Signature of Partner 2

Company Name			
First Name		Last Name	
Title			
Signature			

## **APPENDIX B**

### **Draft Cooperation Agreement**

## **Cooperation Agreement - SKELETON**

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### **DESIGNATION OF THE PARTIES**

Identify all the participating parties and their official representatives.

### **PREAMBLE**

- Describe the context of the cooperation, its objectives and scope.
- Define the purposes of the consortium agreement (i.e. to specify the relationship among the parties, in particular concerning the organization of the work between the parties, the management of the bi-lateral project and the rights and obligations of the parties, liability, intellectual property rights and dispute resolution).

### **ARTICLE 1 - DEFINITIONS**

Define the key legal and technical terminology in order to avoid misunderstanding.

### **ARTICLE 2 - IMPLEMENTATION OF THE BI-LATERAL PROJECT**

- Describe the project in general terms and refer to technical annex for details, including work packages, allocation of tasks, milestones and planning of the Bi-lateral project.
- Define the foreseen achievements in terms of deliverables.
- Describe the technical responsibility and contribution (personnel, facilities, equipment, materials, etc.) of each party in the implementation of the Bi-lateral project.
- Indicate how much and what kind of assistance parties are obliged to give to each other in order to secure the proper execution of the Bi-lateral project.
- Determine reports (financial, technical...) to be submitted and timetable.

### **ARTICLE 3 - PROJECT MANAGEMENT**

- Define the roles and responsibilities of each party from an administrative, legal, financial and technical point of view? Specify the additional duties of the leading party.
- Define the internal organization of the consortium (e.g. management bodies, committees and/or working groups; communication between the parties, prior notification, etc.).
- Describe the different bodies: role and internal rules (i.e. How are the members appointed? How decisions are taken? How many and when meeting will be organized?)
- Define the procedures set up to monitor and follow up the Bi-lateral project from a scientific, technical and financial point of views.
- Describe procedures in case of additional tasks or review of the initial work plan.
- Determine conditions under which existing parties may withdraw from the Bi-lateral project, or reduce or increase their contribution.
- Indicate to which extent subcontracting is possible.
- Define conditions under which additional parties may join the Bi-lateral project.



## **ARTICLE 4 - FINANCIAL ISSUES**

- Indicate the global budget of the Bi-lateral project and the planning of expenses for each participant.
- If the planning is not observed, how and to which extent the schedule and budget may be adjusted?
- Indicate any national requirements (e.g. financial reports).

## **ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS**

### **5.1 OWNERSHIP**

- Define how the property of the project's results will be allocated between the parties.
- Describe how joint ownership will be managed.
- Define conditions under which property of pre-existing know-how and project results may be transferred between the parties and towards third parties (notably affiliated entities).

### **5.2 PROTECTION OF THE PRE-EXISTING KNOW-HOW AND PROJECT RESULTS**

Indicate how the project's results will be protected (type of protection, duration, etc.).

### **5.3 ACCESS RIGHTS TO AND EXPLOITATION OF PRE-EXISTING KNOW-HOW AND PROJECT RESULTS**

- Determine which and how pre-existing know-how (protected or not) has to be exchanged for the proper execution of the Bi-lateral project.
- Define the access rights (including financial conditions, if any) to be granted to use the pre-existing know-how and project results (protected or not) during the implementation of the Bi-lateral project.
- Define the access rights (including financial conditions, if any) to be granted for exploitation of project's results.
- Determine if and to which extent exclusive license may be granted between the parties and towards third parties.
- May sub-licenses be granted?
- Indicate whether access rights to third parties or affiliates are possible.
- Indicate how the parties will exploit the project results, i.e. jointly or separately.
- Indicate conditions for exploitation by third parties.
- Define potential royalties, or least principles for agreeing on potential royalties.

## **ARTICLE 6 - CONFIDENTIALITY**

- Indicate to what extent information disclosed during the Bi-lateral project has to be considered as confidential.
- Stipulate which type of documents should be stamped and treated as "confidential" and the eventual exceptions.

## ARTICLE 7 - PUBLICATIONS

Define to which extent publications of the project results are allowed and under which conditions.

## ARTICLE 8 - LIABILITY

- Indicate to what extent a party causing damages or injury to another party or to goods or persons will be held liable.
- Define possible actions and financial penalties in case of damage or injury, including in case of withdrawal, fault or dismissal from the consortium?
- Define actions, solutions, penalties in case of bankruptcy.
- Provide for actions and remedies in case of *force majeure*.

## ARTICLE 9 - FINAL CLAUSES

### 9.1 ENTRY INTO FORCE

Define when the consortium agreement comes into force and ends. Indicate whether part or all of its provisions are concerned.

### 9.2 TERMINATION

Determine the termination clauses and the consequences of the withdrawal of one (1) or more parties, particularly in terms of communication, ownership and exploitation of the project's results.

### 9.3 LANGUAGE

Define the language in which the consortium agreement is drafted, as well as worked in.

### 9.4 GOVERNING LAW AND COMPETENT COURT

- Provide for a governing law of the consortium agreement
- Decide and organize which the dispute resolution methods in case of internal conflict: competent court or alternative dispute resolution systems, like mediation, conciliation or arbitration.

## **APPENDIX C**

### **OCS – National Application Form Guidelines (For Israeli Companies Only)**

## **הגשת בקשות תמיכה במסגרת תכנית השת"פ ישראל-פלורידה**

### **הנחיות לחברות הישראליות**

החברות הישראליות מתבקשות להגיש את הבקשות עפ"י המפורט להלן:

1. יש לקרוא בעיון את כללי ההגשה ללשכת המדען הראשי ולהשתמש בטפסים המתאימים, כמפורט באתר האינטרנט של המדען הראשי. יש לשים לב ולהשתמש בטפסים העדכניים.

<http://www.moital.gov.il/NR/exeres/C4A8C9EC-7BDF-431D-AEC5-5CBB57D839FC.htm>

להבהרות ניתן לפנות אל גב' רות בן-אבי בלשכת המדען הראשי, טל': 02-6662516.

אליס יחזקאל, טל': 02-6662515, [alice@ocs.moital.gov.il](mailto:alice@ocs.moital.gov.il)

שאלות טכניות בנוגע לקשיים בהגשה המקוונת:

איתן רוטשטיין, טל': 02-6662499, [citan.rothstein@ocs.moital.gov.il](mailto:citan.rothstein@ocs.moital.gov.il)  
המוקד הטלפוני, טל': 02-6662100

שאלות בנוגע לקובץ התקציב:

אבי נחמיאס, טל': 02-6662459/8, [tikzuv@ocs.moital.gov.il](mailto:tikzuv@ocs.moital.gov.il)  
שרית עזרא, טל': 02-6662458/64, [tashlumim@ocs.moital.gov.il](mailto:tashlumim@ocs.moital.gov.il)

### **דגשים:**

- הבקשות תיבדקנה ע"י צוותי לשכת המדען הראשי ועפ"י הכללים והקריטריונים הנהוגים בלשכת המדען הראשי. בטפסי המדען הראשי יש לפרט את פעילות המו"פ של החברה הישראלית בגינה מוגשת בקשת התמיכה, ולא להסתפק באמור בטופס ההגשה הביולטרי. יש להגדיר ולתאר במדויק את תוצרי הפרויקט. יש להתייחס לערך המוסף שמקנה ההשתתפות במסגרת הבינלאומית ולתרומתם של השותפים לביצוע הפרויקט, ולפרט היבטים רלבנטיים כגון: גישה לידע, שימוש בתשתיות וכלי פיתוח, שימוש בתוצרי פיתוח של השותפים, אופק עסקי ומסחרי של השותפות הטכנולוגית והשתתפות בסיכוני הפיתוח.
- בקשת התמיכה במו"פ היא לשנה אחת, ויש להגיש בקשות המשך לכל שנת פעילות נוספת, אם הפרויקט הוא רב-שנתי. אי לכך, הבקשה תכלול תאור של הפרויקט בכללותו, אך נדרש לפרט את התקציב ותוכנית העבודה הפרטנית לשנה הקרובה.
- בטפסי המדען הראשי, יש לציין בכותרת הבקשה כי מדובר בפרויקט המבוצע במסגרת תוכנית בינלאומית ישראל-פלורידה.

לפרטים נוספים וכל שאלה בנוגע לקול הקורא נא לפנות ל:

טל פישמן – מנהלת תוכנית ישראל-פלורידה  
רח' המרד 29 קומה 14, בית התעשייה, תל אביב  
טלפון: 03-5118189  
[talf@matimop.org.il](mailto:talf@matimop.org.il)

## APPENDIX D

### Space Florida Rules and Regulations for Grant Applicants

The following rules and regulations govern Florida companies submitting a Full Proposal:

1. **RFP Project Coordinator:** All communications and questions concerning the RFP should be directed **in writing** to the following RFP Project Coordinator:

Debbie Hebert  
Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32899  
321-730-5301, Ext. 256  
dhebert@spaceflorida.gov

Interested companies that are only seeking assistance in identifying an Israeli company(s) with which to partner may directly contact **in writing** the Space Florida Project Manager:

Bernie McShea  
Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32899  
321-730-5301 ext. 254  
bmcshea@spaceflorida.gov

Note that the Space Florida Project Manager is only authorized to provide assistance in identifying potential Israeli partner companies; all other communications and questions concerning the RFP shall be directed as instructed above to the RFP Project Coordinator.

2. **Delivery of the Proposal:** The proposer is responsible for timely delivery of the proposal to the RFP Project Coordinator.
3. **Local Laws and Requirements:** The proposer should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer is required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to the lack of knowledge of required conditions.
4. **Preliminary Schedule:** These dates are estimates only and are subject to change by Space Florida.

Event	Date	Time (if applicable)
Announcement of RFP	December 6, 2013	N/A
Question Submission Deadline*	January 17, 2014	3:00 P.M.
Answers Posted	January 24, 2014	3:00 P.M.
Proposals Due	February 28, 2014	3:00 P.M.

Evaluation Period	February 28 – June 4, 2014	N/A
Notice of Award/No Award	June 11, 2014	N/A
Grant Agreement Executed	June 20, 2014	N/A

\*All questions must be submitted in writing to the RFP Project Coordinator, Debbie Hebert at dhebert@spaceflorida.gov. All answers will be posted to the Space Florida website.

5. **Submittal Instructions:** The proposal must be submitted on 8-1/2" X 11" paper, 12-point font. Proposers must submit five (5) hard copies and one (1) soft copy on compact disk in Microsoft Word (.doc) or Adobe Acrobat (.pdf) format. The proposal is limited to 15 one-sided pages. Permitted exclusions to the proposal page limit are: front and back pages, Title page, Table of Contents, CV's of key personnel, index or divider inserts. All other information submitted will be included in the total page count.

**Proposer's proposal shall specifically identify and address and include, in the same order presented below, each of the following Sections A-G, including each subsection. If there is no information to present for a specific section or subsection, state the reason such as "Not Applicable" or "There is no information that we wish to present". Failure to follow these instructions may result in a proposal being deemed non-responsive.**

- a. **Title Page:** Identify the RFP subject, RFP number, name of proposer, proposer's address, proposer's phone and facsimile number, primary point of contact, primary point of contact's title and e-mail address for receipt of notifications and date of submittal.
- b. **Table of Contents:** Provide identification of the material by section and by page number.
- c. **Letter of Transmittal:** The letter must be signed by a legally authorized representative with the ability to contractually bind the proposer and include the title or authority of the representative. The letter shall not exceed two (2) pages and it shall briefly state the understanding of the proposer regarding the work to be performed and make a positive commitment to perform the work within the specified time period. The following must be included:
  - i. Type of business (corporation, LLC).
  - ii. How the funding eligibility requirements are met, i.e., location of headquarters, research & development, sales & marketing, or manufacturing.
  - iii. The names and contact information of the persons who will be legally authorized to make representations for the proposer.
- d. **Profile and Qualifications:** Experience and qualifications of the company and staff:
  - i. Give a brief history of the organizational structure of the company, including the company's inception. Indicate number of employees, and identify if the company has a minority, women, and/or service disabled veteran business status with the State of Florida.
  - ii. Biographies of proposed key members of the staff that will be assigned to this effort. The biographies shall include their position, years of experience, and similar success and grant history.

- iii. Current/past performance in similar activities. The detail should include three (3) specific references with appropriate contact information, period of performance for specific engagement and the value of services performed. Proposer should not include references that proposer does not want contacted by Space Florida.
  - iv. Indicate financial wherewithal and stability of firm.
  - v. Indicate any potential conflicts of interest with Space Florida or at the proposer's firm, office or engagement team level.
  - vi. Outline the proposed teaming arrangement, listing all team members and outlining how the team will be structured, including universities and research institutions, if applicable.
- e. **Approach to RFP and the R&D Project:** The proposer shall clearly describe the collaboration effort, the proposed R&D Project and provide information regarding the technical merit, commercial merit, the ability to carry out the proposed research successfully, the ability of project participants to commercialize resulting technology successfully and the potential economic benefit as outlined in the RFP.
- f. **Grant Funding Requested:** The proposer shall provide the amount of the grant funding being requested and acknowledge that the matching funding will be provided.
- g. **Additional Data:** Since data not specifically requested should not be included in the foregoing proposal sections, provide any additional information you consider to be helpful in the selection process in this section.

6. **Rating Proposals and Award:** As noted in the Joint Space Florida – Israel Innovation Partnership RFP, Space Florida will evaluate responses from qualifying Florida companies on the following criteria, with the following weights applied:

CRITERIA	PERCENTAGE WEIGHT
Technical Merit	20%
Commercial Merit	20%
Ability to carry out proposed research successfully	20%
Ability of project participants to commercialize technology successfully	20%
Potential economic benefit	20%
<b>TOTAL</b>	<b>100%</b>

Note that Space Florida and MATIMOP will independently rank the applications received from qualifying Florida and Israeli companies, respectively. Once Space Florida and MATIMOP complete their independent rankings of proposals, they will compare rankings, and proposals that receive the highest mutual rankings will be selected for funding. Thus, it is possible that a proposal that is ranked highly by Space Florida may not be selected for funding due to a lower ranking from MATIMOP; likewise a proposal that is ranked highly by MATIMOP may not be selected for funding due to a lower ranking from Space Florida.

Space Florida may make awards up to a total of \$1 million (i.e., the total amount of funding appropriated to support this program in FY 2014). In no event will Space Florida make cumulative funding awards in excess of \$1 million during FY 2014.

7. **Right to Reject Proposals:** Space Florida reserves the right to make a grant award it determines to be in its best interests or to reject any and all proposals. Further, Space Florida, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any or all proposers submitting proposals. Failure to provide requested information may result in the rejection of the proposal.
8. **Disputes:** Failure to file a protest within the time prescribed in section 120.57(3), *Florida Statutes*, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under chapter 120, *Florida Statutes*.
9. **Property of Space Florida:** All information submitted by proposer will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All proposals and accompanying documentation will become the property of Space Florida and will not be returned.
10. **Trade Secrets and Proprietary Confidential Business Information:** Trade secrets and proprietary confidential business information are not solicited, nor desired, as information to be submitted with proposals. The *Florida Statutes* and the State Constitution govern whether information in a proposal is confidential or exempt from the Public Records Act. If information is submitted in the proposal which the proposer deems to be a trade secret or proprietary confidential business information under the provisions of section 288.075 of the *Florida Statutes*, or any other *Florida Statutes*, the information shall be submitted with the proposal in a **separate, clearly marked envelope referencing the specific statutory citation for such exemption**. Submitted proposals which are marked "confidential" (or other similar language) in their entirety or those in which a significant portion of the submitted proposal is marked "confidential" will be deemed non-responsive by Space Florida. In no event will Space Florida be liable in any manner whatsoever to proposer if proposer submits information which proposer believes is confidential or exempt from the Public Records Act and which Space Florida, in its sole discretion, deems not to be confidential or exempt.
11. **Compliance with Laws:** Proposer shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to this RFP and the conduct of proposer's business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the proposer shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status or veteran's status.
12. **Convicted Vendors:** Proposer affirms that it is aware of the provisions of Section 287.133(2)(a) of the *Florida Statutes* and that at no time has proposer been convicted of a public entity crime.
13. **Discriminatory Vendors:** Proposer affirms that it is aware of the provisions of Section 287.134(2)(a) of the *Florida Statutes*, and that at no time has proposer been placed on the discriminatory vendor list.



14. **Proposer's Cost to Develop Proposal:** Costs for developing proposals responsive to this RFP are entirely the obligations of the proposer and shall not be chargeable in any manner to Space Florida.

15. **Proposer's Representation and Authorization:** In submitting a proposal, the proposer understands, represents, and acknowledges the following (if the proposer cannot so certify to any of following, the proposer shall submit with its proposal a written explanation).

- a. The proposer is not currently under suspension or debarment by the State or any other governmental authority.
- b. The proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- c. The proposer has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- d. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.
- e. The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer or potential proposer; neither the prices nor amounts, actual or approximate, have been disclosed to any proposer or potential proposer and they will not be disclosed before the opening of the proposals.
- f. Neither the proposer nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - i. Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or
  - ii. Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
- g. The proposer shall indemnify, defend, and hold harmless Space Florida and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the proposer's preparation of its proposal.
- h. All information provided by, and representations made by, the proposer are material and important and will be relied upon by Space Florida in awarding the contract.

## **APPENDIX E**

### **Space Florida Grant Agreement Template**

**GRANT AGREEMENT NO.: \_\_\_\_\_**  
**BETWEEN**  
**SPACE FLORIDA**  
**and**  
\_\_\_\_\_

This **GRANT AGREEMENT** ("Agreement") is entered into on \_\_\_\_\_, 2013, (the "Effective date") by **SPACE FLORIDA** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and \_\_\_\_\_ ("Grantee"), a Florida \_\_\_\_\_, whose principal place of business is \_\_\_\_\_.

**WHEREAS**, Section 331.302 of the *Florida Statutes* created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

**WHEREAS**, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

**WHEREAS**, the State of Florida and the State of Israel have entered into a partnership to promote R&D collaboration among companies in the State of Florida and the State of Israel.

**WHEREAS**, the partnership is being implemented by the Israeli Industry Center for R&D (MATIMOP), on behalf of the Office of the Chief Scientist (OCS) in the Israel Ministry of Economy, and by SF.

**WHEREAS**, SF and MATIMOP released a Request for Proposals requesting Israeli and Floridian companies to present cooperative proposals regarding R&D aerospace and related technologies.

**WHEREAS**, Grantee submitted a proposal regarding \_\_\_\_\_ (the "Project") which was jointly vetted for feasibility, and SF and MATIMOP have decided to award research funding to Grantee.

**WHEREAS**, SF and Grantee now desire to enter into this Agreement to describe the terms and conditions under which SF will provide the financial grant funds to Grantee for the Project.

**NOW, THEREFORE**, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. Description of the Project; Milestones.  
\_\_\_\_\_. A copy of Grantee's proposal is attached hereto as **Attachment A**.
3. Conditions Precedent. No funds will be paid by SF to Grantee until this Agreement has been approved by the SF Board of Directors.
4. SF's Commitment.
  - a. SF agrees to provide grant funding pursuant to the terms of this Agreement for the Project in an amount of up to \_\_\_\_\_ (\$\_\_\_\_\_) (the "Grant Funds") to be utilized solely for the Project. Any costs of the Project in excess of the amount of Grant Funds shall be the responsibility of Grantee.
  - b. The Grant Funds shall be paid as follows:  
\_\_\_\_\_.
5. Grantee's Commitments. Grantee agrees to use the Grant Funds solely for the Project as follows:
  - a. Grantee shall provide \_\_\_\_\_ in matching funding.
  - b. Unused Grant Funds, if any, at the end of the Project unspent on the Project by Grantee will be returned to SF.
6. Term. The Agreement shall expire \_\_\_\_ year(s) from the Effective Date. Unless this Agreement is otherwise extended in writing by both parties, no Grant Funds will be paid by SF to Grantee after the expiration date of this Agreement.
7. Termination. SF may terminate this Agreement for cause for (i) non-performance of any material obligation by Grantee if such breach is not cured within ten days after receipt of written notice to Grantee, (or within such longer period in the event such breach is not susceptible of cure within such ten day period so long as Grantee is diligently pursuing such cure), and such written notice of breach given hereunder shall specify the nature of the breach in reasonable detail; (ii) Grantee files for bankruptcy; or (iii) Grantee ceases to work on or abandons the Project for a four-month consecutive period of time.
8. Availability of Funds. All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Grantee should funds become unavailable.
9. Reporting Requirements. Grantee shall provide the following reports to SF:
  - a. Quarterly reports, due on the first of the month beginning \_\_\_\_\_, which shall include both financial and Project information in a form reasonably acceptable to SF. The reports shall include a narrative account of what was

accomplished with the Grant Funds, including a description of progress made toward achieving the Project goals and assurance that the Project activities have been conducted in conformity with the terms of this Agreement.

- b. A final report due twelve months after the expiration of the Term, which shall include both financial and Project information in a form reasonably acceptable to SF. The final report shall include a narrative account of what was accomplished with the Grant Funds.

#### 10. Public Records.

- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the *Florida Statutes*, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the *Florida Statutes* and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
- c. To the extent Grantee is acting on behalf of SF as provided under Subsection 119.011(2) of the *Florida Statutes*, Grantee shall:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by SF in order to perform the services under this Agreement;
  - ii. Provide the public with access to public records on the same terms and conditions that SF would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the *Florida Statutes* or otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - iv. Meet all requirements for retaining public records and transfer, at no cost, to SF, all public records in possession of Grantee upon expiration, or termination, of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SF in a format that is compatible with the information technology systems of SF.

11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

12. Indemnification and Limitation of Liability.

- a. Grantee shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) breach of the terms of this Agreement by Grantee or any person or organization directly, or indirectly, working with Grantee as a subcontractor under this Agreement; (ii) violations of applicable law by Grantee or any person or organization directly or indirectly working with Grantee as a subcontractor under this Agreement; and (iii) disease or death of third parties (including SF employees and agents and those of Grantee), or damage to property to the extent attributable to the negligence or misconduct of Grantee or any person or organization directly, or indirectly, working with Grantee as a subcontractor under this Agreement.
  - b. SF's limits of liability are set forth in Section 768.28 of the *Florida Statutes*, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in Section 768.28 of the *Florida Statutes*. Nothing herein is intended as a waiver of SF's sovereign immunity under Section 768.28 of the *Florida Statutes*. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything, which might allow claims otherwise barred by sovereign immunity or operation of law. In any event, the SF's liability under this Agreement shall not exceed the amount of the Grant Funds even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
  - c. In no event shall SF be liable to Grantee for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
  - d. SF shall not assume any liability for the acts, omissions, or negligence of Grantee, its agents, servants, employees, or subcontractors. In all instances, Grantee shall be responsible for any injury or property damage resulting from any activities conducted by Grantee.
13. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall

be effective on the date of execution and delivery, or such later date as the parties may agree therein.

14. Agreement Manager. SF has appointed an Agreement Manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with Grantee. SF's agreement manager is Bernie McShea, Vice President of Business Development, 321-730-5301 ext. 254, [bmc Shea@spaceflorida.gov](mailto:bmc Shea@spaceflorida.gov).

15. Notices.

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party and the sending party must use one (1) of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one (1) of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 15.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to subsection 15.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this section 15.

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield      [dmayfield@spaceflorida.gov](mailto:dmayfield@spaceflorida.gov)

Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953  
P: 321-730-5301 ext. 237  
F: 321-730-5307

For Grantee:

Provide contact name, title      e-mail address

Company address

P:

F:

- c. Subject to subsection 15.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

- i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
  - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

#### 16. Representations.

- a. Grantee has the necessary and required Federal and State authority to enter into this Agreement with SF.
- b. Neither this Agreement nor Grantee's performance of its obligations hereunder will place Grantee in breach of any other contract or obligation and will not violate the rights of any third party.

#### 17. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, Grantee's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by Grantee especially for the services rendered under this Agreement shall be the sole property of SF. SF may reuse the written work at no additional cost, and SF shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that Grantee shall in no way be liable or legally responsible to anyone for SF's use of any written work on another project.
- b. As requested by SF, Grantee agrees to deliver to SF at the end of the term of this Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Grantee may possess or have under his or her control and which may have been produced prior to and including the date of termination. Grantee shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

#### 18. Audit and Contract Records.



- a. SF may, at any time, for purposes of monitoring Grantee's performance under this Agreement, review, audit, copy, examine and investigate in any manner, any records of Grantee which include, but are not limited to, independent audit working papers, books, documents, vouchers, bills, invoices, requests for payment, and other supporting documentation, (collectively "contract records") which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement. If SF requests access to or review of any such contract records and Grantee refuses such access or review, SF may terminate this Agreement.
  - b. To the extent applicable, Grantee shall comply with the audit requirements of Section 215.97 of the *Florida Statutes* and those found in **Attachment B**, Special Audit and Monitoring Requirements. Grantee shall include the audit and record keeping requirements provided for in this section 18 and in **Attachment B**, in all subcontracts and for all sub-recipients of State funds according to Section 215.97 of the *Florida Statutes*. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.97(2)(x) of the *Florida Statutes*. The information from the Catalog of State Financial Assistance is as follows:
    - i. Funding Source -- State Economic Enhancement and Development Trust Fund;
    - ii. State Fiscal Year – FY2013-14;
    - iii. CSFA Number – 40.004;
    - iv. CSFA Title – Space Florida; and
    - v. State Appropriation Category – GAA 2230.
  - c. Grantee shall preserve all contract records for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Agreement are resolved.
19. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
20. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one (1) instrument.
21. Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.
22. Miscellaneous.

- a. Grantee shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Grantee shall comply with all applicable Federal, State and local laws, rules and regulations.
- c. Grantee shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Grantee shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Grantee affirms that it is aware of the provisions of subsection 287.133(2)(a) of the *Florida Statutes* and that at no time has Grantee been convicted of a Public Entity Crime. Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by SF.
- f. Grantee affirms that it is aware of the provisions of subsection 287.134(2)(a) of *Florida Statutes* and that at no time has Grantee been placed on the Discriminatory Vendor List.
- g. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a) by Grantee cause for termination of this Agreement.
- h. To the extent Grantee is performing economic development services or similar business assistance services on behalf of SF, Grantee shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- i. This Agreement may not be assigned by either party without the prior written consent of the other.
- j. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- k. Grantee shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- l. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or

agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

The parties are signing this Agreement as of the Effective Date.

**Space Florida:** \_\_\_\_\_:

By: \_\_\_\_\_  
Name: Denise Swanson  
Title: CFO/CAO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT A**  
**Grantee's Proposal**

## **ATTACHMENT B**

### **Special Audit and Monitoring Requirements**

The administration of funds awarded by SF to Grantee under this Agreement may be subject to audits and/or monitoring by SF, as described in this Attachment B.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and section 215.97 of the *Florida Statutes*, as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by SF staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Grantee agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by SF. In the event SF determines that a limited scope audit of Grantee is appropriate, Grantee agrees to comply with any additional instructions provided by SF staff to Grantee regarding such audit. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

This part is applicable if Grantee is a nonstate entity as defined by section 215.97(2), *Florida Statutes*.

1. In the event that Grantee expends a total amount of state financial assistance equal to, or in excess of, Five Hundred Thousand Dollars(\$500,000.00) in any fiscal year of Grantee, Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Grantee shall consider all state financial assistance; including state financial assistance received from SF, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements. Section 18 of this Agreement provides the information from the Catalog of State Financial Assistance, including the standard state project number identifier, official title and description of the state project.
2. Grantee shall ensure that the audit complies with the requirements of section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Grantee expends less than Five Hundred Thousand Dollars (\$500,000.00) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that Grantee

expends less than Five Hundred Thousand Dollars (\$500,000.00) in state financial assistance in its fiscal year and elects to have such an audit, the cost of the audit must be paid from Grantee's resources (i.e., the cost of such an audit must be paid from Grantee funds obtained from other than State entities).

4. Grantee must include the record keeping requirements found herein in sub-recipients' contracts and subcontracts entered into by Grantee for work required under terms of this Agreement. In the executed subcontract, Grantee shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), *Florida Statutes*, Grantee shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Grantee shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), Grantee should access the website for the Florida Department of Financial Services located at <https://apps.fldfs.com/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website <http://www.leg.state.fl.us/> and the Florida Auditor General's website <http://www.state.fl.us/audgen>.

## **REPORT SUBMISSION**

1. Copies of financial reporting packages required by this Agreement shall be submitted by or on behalf of Grantee directly to each of the following:
2. SF at the following address:

Desiree Mayfield, Contract Compliance Manager  
Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953
3. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Any reports, management letter, or other information required to be submitted to SF pursuant to this Agreement shall be submitted timely in accordance with OMB Circular

A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

## **RECORD RETENTION**

Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow SF or its designee, CFO, or Auditor General access to such records upon request. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later. Grantee shall ensure that audit working papers are made available to SF, the Department of Economic Opportunity's Division of Strategic Business Development, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by SF.